

PTO/SB/21 (09-04)

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U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

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TRANSMITTAL FORM <i>(to be used for all correspondence after initial filing)</i>	Application Number	10/710,814	RECEIVED CENTRAL FAX CENTER AUG 19 2005
	Filing Date	August 4, 2004	
	First Named Inventor	Craig S. GRAVINA	
	Art Unit	2173	
	Examiner Name	John W. CABECA	
Total Number of Pages in This Submission	13	Attorney Docket Number	1002.004

ENCLOSURES (Check all that apply)		
<input type="checkbox"/> Fee Transmittal Form <input type="checkbox"/> Fee Attached <input type="checkbox"/> Amendment/Reply <input type="checkbox"/> After Final <input type="checkbox"/> Affidavits/declaration(s) <input type="checkbox"/> Extension of Time Request <input type="checkbox"/> Express Abandonment Request <input type="checkbox"/> Information Disclosure Statement <input type="checkbox"/> Certified Copy of Priority Document(s) <input type="checkbox"/> Reply to Missing Parts/Incomplete Application <input type="checkbox"/> Reply to Missing Parts under 37 CFR 1.52 or 1.53	<input type="checkbox"/> Drawing(s) <input type="checkbox"/> Licensing-related Papers <input type="checkbox"/> Petition <input type="checkbox"/> Petition to Convert to a Provisional Application <input checked="" type="checkbox"/> Power of Attorney, Revocation <input type="checkbox"/> Change of Correspondence Address <input type="checkbox"/> Terminal Disclaimer <input type="checkbox"/> Request for Refund <input type="checkbox"/> CD, Number of CD(s) _____ <input type="checkbox"/> Landscape Table on CD	<input type="checkbox"/> After Allowance Communication to TC <input type="checkbox"/> Appeal Communication to Board of Appeals and Interferences <input type="checkbox"/> Appeal Communication to TC (Appeal Notice, Brief, Reply Brief) <input type="checkbox"/> Proprietary Information <input type="checkbox"/> Status Letter <input type="checkbox"/> Other Enclosure(s) (please identify below):
Remarks This correspondence includes: Transmittal Form PTO/SB/21 (1 page); Power of Attorney and Correspondence Address Indication Form PTO/SB/81 (1 page); and 37 CFR Statement and Power of Attorney (11 pages).		

SIGNATURE OF APPLICANT, ATTORNEY, OR AGENT

Firm Name	Tillman Ivсан, PLLC, P.O. Box 471581, Charlotte, NC 28247		
Signature	/Chad D. Tillman/		
Printed name	Chad D. Tillman		
Date	August 19, 2005	Reg. No.	38,634

CERTIFICATE OF TRANSMISSION/MAILING

I hereby certify that this correspondence is being facsimile transmitted to the USPTO or deposited with the United States Postal Service with sufficient postage as first class mail in an envelope addressed to: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450 on the date shown below:			
Signature	/Chad D. Tillman/		
Typed or printed name	Chad D. Tillman	Date	August 19, 2005

This collection of information is required by 37 CFR 1.5. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to 2 hours to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2

PTO/SB/61 (11-04)
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U.S. Patent and Trademark Office, U.S. DEPARTMENT OF COMMERCE

Under the Paperwork Reduction Act of 1995, no person is required to respond to a collection of information unless it displays a valid OMB control number.

POWER OF ATTORNEY and CORRESPONDENCE ADDRESS INDICATION FORM	Application Number	10714.814
	Filing Date	August 4, 2004
	First Named Inventor	Craig S. GRAYNA
	Title	Copyright/Proprietary Software (C) or Proprietary Data Product (D) (Check one)
	Art Unit	2173
	Examiner Name	John W. CABECA
	Attorney Docket Number	1002.004

I hereby revoke all previous powers of attorney given in the above-identified application.

I hereby appoint:

☒ Practitioners associated with the Customer Number: 55765 ← 55765

OR

☐ Practitioner(s) named below:

Name	Registration Number

as my/our attorney(s) or agent(s) to prosecute the application identified above, and to transact all business in the United States Patent and Trademark Office connected therewith.

Please recognize or change the correspondence address for the above-identified application to:

☒ The address associated with the above-mentioned Customer Number:

OR

☐ The address associated with Customer Number: 55765

OR

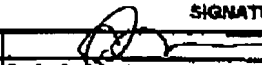
Firm or Individual Name	Tillman Ivson, PLLC		
Address	P.O. Box 471581		
City	Charlotte	State	NC
Country	USA	Zip	28247
Telephone	(704) 248-6282	Fax	(877) 248-5100

I am the:

☐ Applicant/Inventor,

☒ Assignee of record of the entire interest. See 37 CFR 3.71.
Statement under 37 CFR 3.73(b) is enclosed. (Form PTO/SB/05)

SIGNATURE of Applicant or Assignee of Record

Signature		Date	8-8-2005
Name	Craig S. Gravina	Telephone	718-316-5487
Title and Company	Manager, PushPlay Interactive, LLC		

NOTE: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required, see below.

☒ Total of 1 forms are submitted.

This collection of information is required by 37 CFR 1.31, 1.32 and 1.33. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 3 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1480, Alexandria, VA 22313-1480. DO NOT SEND PAGE OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1480, Alexandria, VA 22313-1480.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Appl. No. : TBD
Inventor : GRAVINA et al.
Filed : TBD
Title : Controller and Removable User
Interface (RUI) for Media Event and
Additional Media Content
TC/AU : TBD
Examiner : TBD
Docket No. : 1002.004
Customer No. : 36790

Confirmation No. TBD

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AUG 19 2005

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

~~36790~~
customer number

37 C.F.R. §3.73(b) STATEMENT AND POWER OF ATTORNEY

The Assignee for the above-identified U.S. patent application (hereinafter "Patent Application"), and the invention disclosed therein, hereby states pursuant to 37 C.F.R. §3.73(b) that the Assignee is the sole owner of the Patent Application to the exclusion of each inventor thereof.

The Assignee establishes its ownership by submission herewith of one or more assignment documents establishing that Assignee possesses all rights, title, and interest in and to the Patent Application. As the established owner of the Patent Application, the Assignee hereby invokes its right to conduct prosecution of the Patent Application to the exclusion of each named inventor.

~~The Assignee further hereby appoints the Attorneys and Patent Agents of Tillman Law Office, PLLC, associated with Customer Number 36790 in the records of the U.S. Patent & Trademark Office and as updated from time to time, to prosecute the Patent Application and to transact all business in the U.S. Patent & Trademark Office connected therewith.~~

~~All correspondence in this case should be directed to the same Customer Number.~~

The Assignee hereby declares that no other person or entity is authorized to take any action before the U.S. Patent & Trademark Office with respect to the Patent Application. The undersigned (whose title is supplied below) is empowered to sign this statement on behalf of the Assignee.

PUSHPLAY INTERACTIVE, LLC

By:


Signature of Corporate Officer

Craig S. Gravina
Name of Corporate Officer

LLC Manager
Title of Corporate Officer

July 20, 2004
Date

QUITCLAIM/ASSIGNMENT OF INVENTION RIGHTS**WHEREAS,**

Mr. Arthur A. Gravina
6361 Pelican Bay Boulevard
Apartment 1001
Naples, FL 34108

(hereinafter "Assignor") has or may have invented certain new and useful improvements and/or designs (hereinafter "Invention"), for a full description of which reference is here made to a patent application titled:

Controller and Removable User Interface (RUI) for Media Event and Additional Media Content

(hereinafter "Application") filed or to be filed with the U.S. Patent & Trademark Office, European Patent Office, WIPO, or other governmental body, and for which Assignor hereby authorizes and requests Assignee to complete the following blanks specifying the serial number and filing date for said application identified above (but Assignee's failure to do so shall have no bearing whatsoever upon the validity or legal effect of this Assignment):

Serial Number: TBD Filed on: TBD ; and

WHEREAS,

PUSHPLAY INTERACTIVE, LLC
9 Rolling Brook Dr.
Saratoga Springs, NY 12866

(hereinafter "Assignee") is desirous of acquiring the entire right, title and interest in, to, and under the Invention and the Application, and in, to, and under any and all patents that may be obtained for the Invention, together with all rights corresponding thereto;

NOW, THEREFORE, to all whom it may concern, be it known that, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor has agreed to quitclaim, sell, assign, transfer and convey, and by these presents does hereby quitclaim, sell, assign, transfer and convey, unto Assignee any and all right, title, and interest in, to and under:

- ☐ The Invention and the Application;
- ☐ Any and all other applications for patent for the Invention that may be filed in any and all countries;
- ☐ Any and all patents that may be obtained for the Invention in any and all countries;
- ☐ Any reissue, extension, renewal, substitution, conversion, confirmation, division, continuation, continuation-in-part and the like of any of the foregoing; and
- ☐ Any past or present right or cause of action arising there under, including the right to sue for patent infringement;

(hereinafter collectively "Invention Rights").

FURTHERMORE,

Assignor hereby covenants and agrees, and binds any and all heirs, administrators, legal representatives, nominees, and assigns, to assist and cooperate with Assignee in the preparation and prosecution of any application included within the Invention Rights and in the prosecution or defense of any interference, opposition, or other proceeding that may arise in connection with any application or patent included within the Invention Rights and, further, to execute and deliver to Assignee any and all additional petitions, oaths, assignments, or other papers or instruments that may be requested by Assignee for the purpose of implementing this Agreement.

Assignor hereby authorizes and empowers Assignee to invoke and claim for any application or patent included within the Invention Rights the benefit of any rights to which Assignor might be entitled under international law or under the laws of any particular country, and to invoke and claim such rights without further written or oral authorization from Assignor.

Assignor hereby consents and agrees that a copy of this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document that may be required in any particular country for any purpose and, more particularly, in proof of the right of Assignee to claim the aforesaid benefit of the right of priority.

Assignor covenants and agrees that this Assignment and all the terms thereof shall inure to the benefit of the successors, assigns, legal representatives, or nominees of Assignee, without further written or oral authorization from Assignor.

Finally, Assignor hereby authorizes and requests the Commissioner of Patents of the United States Patent and Trademark Office to issue any patent included within the Invention Rights to Assignee.

[Signature Pages Follow]

This the 20th day of July, 2004.
Arthur A. Gravina
~~Error: Reference source not found.~~ Mr. Arthur A. Gravina

Witness #1 Signature

Witness #2 Signature

Witness #1 Name (print)

Witness #2 Name (print)

Witness #1 Address Line 1

Witness #2 Address Line 1

Witness #1 Address Line 2

Witness #2 Address Line 2

NOTARIZATION

State of New YorkCounty of Saratoga

United States of America

On this 20th day of July, 2004, personally appeared

Mr. Arthur A. Gravina before me, to me known and known to me to be the person described as Assignor in and who executed the foregoing instrument and acknowledged the same to be his/her free act and deed in and for the purposes set forth above.

Notary Public [Signature]My Commission Expires: 08/17/2006

KERRI E. HEALY
Notary Public for New York
No. 01HE6012049
Resides in Saratoga County
Expires: 08/17/2006

QUITCLAIM/ASSIGNMENT OF INVENTION RIGHTS**WHEREAS,**

Mr. Craig Gravina
LLC Manager
PUSHPLAY INTERACTIVE, LLC
9 Rolling Brook Dr.
Saratoga Springs, NY 12866

(hereinafter "Assignor") has or may have invented certain new and useful improvements and/or designs (hereinafter "Invention"), for a full description of which reference is here made to a patent application titled:

Controller and Removable User Interface (RUI) for Media Event and Additional Media Content

(hereinafter "Application") filed or to be filed with the U.S. Patent & Trademark Office, European Patent Office, WIPO, or other governmental body, and for which Assignor hereby authorizes and requests Assignee to complete the following blanks specifying the serial number and filing date for said application identified above (but Assignee's failure to do so shall have no bearing whatsoever upon the validity or legal effect of this Assignment):

Serial Number. TBD Filed on: TBD; and

WHEREAS,

PUSHPLAY INTERACTIVE, LLC
9 Rolling Brook Dr.
Saratoga Springs, NY 12866

(hereinafter "Assignee") is desirous of acquiring the entire right, title and interest in, to, and under the Invention and the Application, and in, to, and under any and all patents that may be obtained for the Invention, together with all rights corresponding thereto;

NOW, THEREFORE, to all whom it may concern, be it known that, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor has agreed to quitclaim, sell, assign, transfer and convey, and by these presents does hereby quitclaim, sell, assign, transfer and convey, unto Assignee any and all right, title, and interest in, to and under:

- ☐ The Invention and the Application;
- ☐ Any and all other applications for patent for the Invention that may be filed in any and all countries;
- ☐ Any and all patents that may be obtained for the Invention in any and all countries;
- ☐ Any reissue, extension, renewal, substitution, conversion, confirmation, division, continuation, continuation-in-part and the like of any of the foregoing; and
- ☐ Any past or present right or cause of action arising there under, including the right to sue for patent infringement;

(hereinafter collectively "Invention Rights").

FURTHERMORE,

Assignor hereby covenants and agrees, and binds any and all heirs, administrators, legal representatives, nominees, and assigns, to assist and cooperate with Assignee in the preparation and prosecution of any application included within the Invention Rights and in the prosecution or defense of any interference, opposition, or other proceeding that may arise in connection with any application or patent included within the Invention Rights and, further, to execute and deliver to Assignee any and all additional petitions, oaths, assignments, or other papers or instruments that may be requested by Assignee for the purpose of implementing this Agreement.

Assignor hereby authorizes and empowers Assignee to invoke and claim for any application or patent included within the Invention Rights the benefit of any rights to which Assignor might be entitled under international law or under the laws of any particular country, and to invoke and claim such rights without further written or oral authorization from Assignor.

Assignor hereby consents and agrees that a copy of this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document that may be required in any particular country for any purpose and, more particularly, in proof of the right of Assignee to claim the aforesaid benefit of the right of priority.

Assignor covenants and agrees that this Assignment and all the terms thereof shall inure to the benefit of the successors, assigns, legal representatives, or nominees of Assignee, without further written or oral authorization from Assignor.

Finally, Assignor hereby authorizes and requests the Commissioner of Patents of the United States Patent and Trademark Office to issue any patent included within the Inventions Rights to Assignee.

[Signature Pages Follow]

This the 20th day of July, 2009


Error! Reference source not found.Mr. Craig Gravina

Witness #1 Signature

Witness #2 Signature

Witness #1 Name (print)

Witness #2 Name (print)

Witness #1 Address Line 1

Witness #2 Address Line 1

Witness #1 Address Line 2

Witness #2 Address Line 2

NOTARIZATION

State of New York

County of Saratoga

United States of America

On this 20th day of July, 2009, personally appeared

Mr. Craig Gravina before me, to me known and known to me to be the person described as Assignor in and who executed the foregoing instrument and acknowledged the same to be his/her free act and deed in and for the purposes set forth above.


Notary Public

My Commission Expires: 08/17/2006

KERRI E. HEALY
Notary Public for New York
No. 01HE6012049
Qualified in Saratoga County
Comm. Expires 08/17/2006

QUITCLAIM/ASSIGNMENT OF INVENTION RIGHTS

WHEREAS,

Everett K. Wallace
450 Broome Street, Apt. 2E
New York, NY 10022

(hereinafter "Assignor") has or may have invented certain new and useful improvements and/or designs (hereinafter "Invention"), for a full description of which reference is here made to a patent application titled:

Controller and Removable User Interface (RUI) for Media Event and Additional Media Content

(hereinafter "Application") filed or to be filed with the U.S. Patent & Trademark Office, European Patent Office, WIPO, or other governmental body, and for which Assignor hereby authorizes and requests Assignee to complete the following blanks specifying the serial number and filing date for said application identified above (but Assignee's failure to do so shall have no bearing whatsoever upon the validity or legal effect of this Assignment):

Serial Number: 10/710,814 Filed on: August 4, 2004
and

WHEREAS,

PushPlay Interactive, LLC
321 Main Street
Farmington, CT 06032

(hereinafter "Assignee") is desirous of acquiring the entire right, title and interest in, to, and under the Invention and the Application, and in, to, and under any and all patents that may be obtained for the Invention, together with all rights corresponding thereto;

NOW, THEREFORE, to all whom it may concern, be it known that, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor has agreed to quitclaim, sell, assign, transfer and convey, and by these presents does hereby quitclaim, sell, assign, transfer and convey, unto Assignee any and all right, title, and interest in, to and under:

- ☐ The Invention and the Application;
- ☐ Any and all other applications for patent for the Invention that may be filed in any and all countries;
- ☐ Any and all patents that may be obtained for the Invention in any and all countries;
- ☐ Any reissue, extension, renewal, substitution, conversion, confirmation, division, continuation, continuation-in-part and the like of any of the foregoing; and
- ☐ Any past or present right or cause of action arising there under, including the right to sue for patent infringement;

(hereinafter collectively "Invention Rights").

FURTHERMORE,

Assignor hereby covenants and agrees, and binds any and all heirs, administrators, legal representatives, nominees, and assigns, to assist and cooperate with Assignee in the preparation and prosecution of any application included within the Invention Rights and in the prosecution or defense of any interference, opposition, or other proceeding that may arise in connection with any application or patent included within the Invention Rights and, further, to execute and deliver to Assignee any and all additional petitions, oaths, assignments, or other papers or instruments that may be requested by Assignee for the purpose of implementing this Agreement.

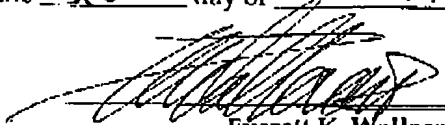
Assignor hereby authorizes and empowers Assignee to invoke and claim for any application or patent included within the Invention Rights the benefit of any rights to which Assignor might be entitled under international law or under the laws of any particular country, and to invoke and claim such rights without further written or oral authorization from Assignor.

Assignor hereby consents and agrees that a copy of this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document that may be required in any particular country for any purpose and, more particularly, in proof of the right of Assignee to claim the aforesaid benefit of the right of priority.

Assignor covenants and agrees that this Assignment and all the terms thereof shall inure to the benefit of the successors, assigns, legal representatives, or nominees of Assignee, without further written or oral authorization from Assignor.

Finally, Assignor hereby authorizes and requests the Commissioner of Patents of the United States Patent and Trademark Office to issue any patent included within the Inventions Rights to Assignee.

[Signature Pages Follow]

This the 20 day of MAY, 2005.

 Everett K. Wallace

(SEAL)

Witness #1 Signature

Witness #2 Signature

Witness #1 Name (print)

Witness #2 Name (print)

Witness #1 Address Line 1

Witness #2 Address Line 1

Witness #1 Address Line 2

Witness #2 Address Line 2

NOTARIZATION

State of New YorkCounty of New York

I, Jillian D. Dryer, a Notary Public for said County and State, do hereby certify that Everett K. Wallace personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 20th day of May, 2005.

(Official Seal)

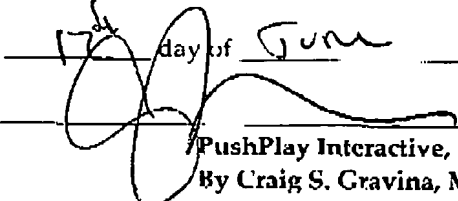

 Notary Public

JILLIAN D. DRYER
 Notary Public State of New York
 No. 01DR6060153
 Qualified in Kings County
 Commission Expires 8/18/2007

My commission expires: 8/18/2007

ACCEPTANCE BY ASSIGNEE

The Assignee hereby accepts the assignment of the invention and application as set forth above.

This the 17th day of June, 2005


PushPlay Interactive, LLC
By Craig S. Gravina, Manager

Witness #1 Signature

Witness #2 Signature

Witness #1 Name (print)

Witness #2 Name (print)

Witness #1 Address Line 1

Witness #2 Address Line 1

Witness #1 Address Line 2

Witness #2 Address Line 2


NOTARIZATION

State of CTCounty of HARTFORD

I, _____, a Notary Public for said County and State, do hereby certify Craig S. Gravina, Manager of PushPlay Interactive, LLC, a limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the company.

Witness my hand and official seal, this the 17th day of June, 2005.

(Official Seal)


Notary Public

My Commission Expires: 8-31-08, 20